

REMARKS

The drawings are objected to for alleged reason.

Claim 1 is objected to as indicated.

Claim 6 is rejected under 35 USC 112, first paragraph, for alleged non-enablement.

Claims 1-28 and 30 are rejected under 35 USC 102(e) as being unpatentable over Goldstein (US Patent No. 6,957,334) in view of Johnson (US Patent No. 6,529,885).

Claim 29 is rejected under 35 USC 103(a) as being unpatentable over Goldstein, Johnson and in view of Official Notice (regarding merchant advertisement or directory service).

Claim 31 is rejected under 35 USC 103(a) as being unpatentable over Goldstein, Johnson and in view of Official Notice (art recognized equivalents).

In accordance with the foregoing, the claims have been amended, and thus, pending claims remain for reconsideration which is respectfully requested. No new matter has been added in this Amendment. The objections and rejections are traversed.

INFORMATION DISCLOSURE STATEMENT

In the IDS of December 27, 2006 and February 20, 2007, the Examiner crossed out items D1, AC and AE, and C27, respectively. Item D1 (3 pages) is submitted again concurrently herewith in an IDS. Items AC and AE are not in English but their disclosure comply with 37 CFR 1.98, because they have been cited in the English language European search report of January 8, 2007 and disclosed in item AF. Accordingly, consideration and acknowledgement of the same is respectfully requested. Item C27, which is an abstract, is submitted concurrently herewith.

DRAWING OBJECTION

The office action objects to the drawings as indicated in the office action Response to Arguments. According to the foregoing, the Brief Description of the Drawing paragraphs 61-65 as well as paragraphs 55, 57, 58, 128 and 574 are amended, taking into consideration the Examiner's comments. The drawing objection are hereby traversed as a complete reply to the drawing objections, and withdrawal of the drawing objection is respectfully requested.

CLAIM OBJECTIONS

It is understood, the claims might be renumbered for changing the sequence thereof upon allowance.

Claim 1 is amended taking into consideration the Examiners comments. Withdrawal of the claim 1 objection is respectfully requested.

35 USC 112, FIRST PARAGRAPH, REJECTION

The Office Action rejects claim 6 because allegedly the claim language “manually discovering one or more merchant devices” is not enabled. Claims 6 has been amended without any prejudice. Accordingly, withdrawal of the 35 USC 112, first paragraph, rejection is respectfully requested.

35 USC 103 PRIOR ART REJECTIONS

Claims 1-28 and 30 are rejected under 35 USC 102(e) as being unpatentable over Goldstein and Johnson.

Claim 29 is rejected under 35 USC 103(a) as being unpatentable over Goldstein, Johnson and in view of Official Notice (regarding merchant advertisement or directory service).

Claim 31 is rejected under 35 USC 103(a) as being unpatentable over Goldstein, Johnson, and in view of Official Notice (art recognized equivalents).

The independent claim is 1. According to the foregoing, independent claim 1 is amended. For example, the present Application paragraphs 199+, 243 (523), 239-259, 474-503 and FIGS. 57-63 support the claimed embodiments.

A prima facie case of obviousness cannot be established based upon Goldstein and Johnson, because Goldstein discusses a user authenticating itself with a Guarantor in which “the guarantor authenticates user and provides authentication documents back to the user for use in transactions with merchants” (Goldstein Abstract, FIG. 1). Goldstein FIG. 1 shows that a cookie 20 containing the authentication document contains whether the user is authentic, payment info, guarantee number, time limit and digital signature (Goldstein column 6, lines 43-67). In other words, according to the Goldstein embodiments, the guarantor only authenticates the user for the merchant so the merchant can complete the transaction and Goldstein does not verify conditions of the purchase agreement (see Goldstein, column 3, lines 33-61; column 5, lines 56-67; column 7, lines 36-67).

Further, Goldstein step 114 discusses the "Merchant decrypts authentication document with private key," or with a shared key (column 6, lines 66-67), so Goldstein fails to disclose either expressly or implicitly the claimed independently generated secured consumer and merchant views.

In other words, Godstein is silent on the claimed "verifying, by the ~~third party~~ STS, conditions of the purchase agreement including identities of the merchant and the consumer in the independently generated secured consumer and merchant views of the purchase agreement, based upon a symmetric agreement verification protocol using the first and second consumer mobile device parameters for the secured consumer view."

Further, the Office Action page 15 relies upon Johnson for allegedly discussing third party verification of parties to a transaction. However, Johnson Abstract discusses securely carrying out electronic transactions, but as shown in FIG. 7, S11B in FIG. 1B and S22 in FIG. 2, Johnson communication link 710 are secure communication channels based upon secure socket layer (SSL). In other words, Johnson conventionally establishes a secure communication channel based upon an encryption system, preventing access to communications in the secure communication channel. See, Johnson column 9, lines 21-25 and column 12, lines 42-46. Johnson column 7, line 28 discusses "dissemination of personal and/or financial information across unsecured networks and to diverse Web sellers, transactional security, ..." but Johnson achieves the objective of disseminating information on the unsecured networks by using secure communication channel between transaction parties.

Johnson fails to disclose expressly or implicitly the claimed "generating, by the consumer independently of the merchant and the STS, a first consumer view of the purchasing agreement secured based upon both a first mobile device parameter stored in a consumer mobile device and a second mobile device parameter input to the consumer mobile device; ... transmitting over an open and non-secure wireless communication channel the first secured consumer view of the purchasing agreement to the third party merchant." From the many benefits of the embodiments, one example benefit of the embodiments is to overcome the computing processing resources needed to establish and communicate via a secure communication channel when a mobile device 102 is used for conducting an agreement (see the present Application paragraph 239), because the claimed embodiment generates and transmits secured views of a purchasing agreement without establishing a secured communication channel by a user device.

Further, Johnson is directed to electronic payment drafts or electronic checks between a buyer and a seller, including removal of a contingency by a party to release payment (Johnson column 7, lines 46+; column 12, lines 27+ and column 22, lines 21+). Johnson column 20, lines 56+, which is relied upon by the Office Action, discusses a trusted third party 703, however, Johnson is silent on whether the trusted third party 703 provides "verifying, by the ~~third-party~~ STS, conditions of the purchase agreement including identities of the merchant and the consumer in the independently generated secured consumer and merchant views of the purchase agreement, based upon a symmetric agreement verification protocol using the first and second consumer mobile device parameters for the secured consumer view." Johnson column 22, lines 57-62 and FIGS. 1a, 1b, and 2 merely discuss a trusted third party authenticating a user based upon transmitting the user's ID and password, but Johnson's trusted third party doesn't disclose expressly or implicitly verification of a purchase agreement including "identities of the merchant and the consumer in the independently generated secured consumer and merchant views of the purchase agreement, based upon a symmetric agreement verification protocol using the first and second consumer mobile device parameters for the secured consumer view." Further, Johnson transmits a user ID and password, but the claimed embodiments provide "a ***first consumer view of the purchasing agreement secured based upon both a first mobile device parameter stored in a consumer mobile device and a second mobile device parameter input to the consumer mobile device***," and "verifying ... based upon a symmetric agreement verification protocol using the first and second consumer mobile device parameters for the secured consumer view," a benefit of which is the parameters that secure the consumer view do not have to be transmitted. Further, Johnson require user ID and password input, but a mobile device is not suitable for user ID and password input by being time consuming and susceptible to input errors. Thus, the claimed embodiment provides generating secured transaction views based upon a combination of a first mobile device parameter and only an input second mobile device parameter.

A prima facie case of obviousness based upon Goldstein and Johnson cannot be established, because there is no evidence either expressly or implicitly to one skilled in the art to combine Goldstein's trusted third party authentication protocol that merely authenticates one party to a transaction via an authentication document for use by that party in a transaction with another party, so in Goldstein the third party does not verify conditions of the transaction, and Johnson's method of a trusted third party merely authenticating one party to the transaction based upon a secure channel (SSL) and a transmitted user ID and password and permitting

removal of contingencies by the authenticated party through the third party, and modify both Goldstein and Johnson to provide the claimed “generating, by the consumer independently of the merchant and the STS, a first consumer view of the purchasing agreement secured based upon both a first mobile device parameter stored in a consumer mobile device and a second mobile device parameter input to the consumer mobile device; ... transmitting over an open and non-secure wireless communication channel the first secured consumer view of the purchasing agreement to the ~~third-party~~merchant ... [and] verifying, by the ~~third-party~~ STS, conditions of the purchase agreement including identities of the merchant and the consumer in the independently generated secured consumer and merchant views of the purchase agreement, based upon a symmetric agreement verification protocol using the first and second consumer mobile device parameters for the secured consumer view,” and seen one example benefit of permitting conducting a secure transaction between a consumer and a merchant over “an open and non-secure wireless communication channel.”

Dependent claims recite patentably distinguishing features of their own or are at least patentably distinguishing due to their dependencies from the independent claim 1. Regarding dependent claims 29 and 31, the Office Action provides that the Official Notice was not traversed in the previous amendment, and, thus, now are deemed as admitted prior art. However, the Official Notice were traversed by virtue of the claim amendments requiring patentably distinguishing features therein and/or from the independent claims, and it is the combination of the features in dependent claims 29 and 31 and the independent claims from which they dependent that is non-obvious over the relied upon prior art, rather than the recited features alone.

For example, regarding dependent claim 29, although allegedly it might known to obtain a merchant legal name and address from a directory service, the embodiment also verifies the merchant based upon a merchant verification transaction by generating a secured merchant view as claimed.

For example, regarding dependent claim 31, although a barcode might be known, the embodiment is directed to displaying a barcode as a validation of the transaction or a receipt on the mobile device, which overcomes the problem of how to easily communicate a receipt to the merchant when a transaction has been conducted using a mobile device.

Applicant requests documentary evidence to support the Official Notices in accordance with MPEP guidelines.

Withdrawal of the rejection of pending claims and allowance of pending claims is respectfully requested.

CONCLUSION

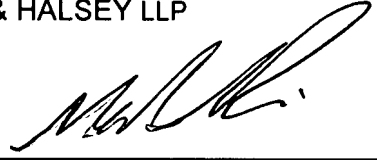
There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,
STAAS & HALSEY LLP

Date: August 20, 2007

By: 
Mehdi D. Sheikerz
Registration No. 41,307

1201 New York Avenue, NW, 7th Floor
Washington, D.C. 20005
Telephone: (202) 434-1500
Facsimile: (202) 434-1501